

## EXHIBIT E

Inacom vs. Tech Data

1/26/2005

MICHAEL ZAVA

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1       IN THE UNITED STATES BANKRUPTCY COURT  
2                   FOR THE DISTRICT OF DELAWARE3       CHAPTER 11 CASE NO. 00-2425 (PJW)  
4       Jointly Administered Adv. No. 00-3495 (PJW)  
5                   Dist. Adv. No. 01-579 (BMS)

6       In Re:

7       INACOM CORP., et al.,

8                   Debtors,

9       INACOM CORP., on behalf of all  
10      affiliated Debtors,

11                  Plaintiff,

12      v.

13      TECH DATA CORPORATION,

14                  Defendant.

15      TECH DATA CORPORATION,

16                  Third-Party Plaintiff,

17      v.

18      COMPAQ COMPUTER CORPORATION, et al.,

19                  Third-Party Defendant.

20                  DEPOSITION  
21                   OF  
22                   MICHAEL ZAVA23      350 East Las Olas Boulevard  
24                   Suite 1700  
25                   Fort Lauderdale, Florida26      Wednesday, January 26, 2005  
27                   9:14 a.m. - 4:14 p.m.

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<p style="text-align: right;">Page 38</p> <p>1     If there was correspondence that came in 2     with a check in the 1999 time frame, what would 3     happen to that correspondence as far as internally 4     at Tech Data?</p> <p>5     <b>A. What was supposed to happen would be that 6     the correspondence would be separated from the check 7     at the lock box and the correspondence would be sent 8     to Tech Data from the lock box.</b></p> <p>9     Q. Who at Tech Data would receive the 10    correspondence?</p> <p>11    <b>A. Normally the accounting or the cash 12    application people because the correspondence would 13    normally be remittance advices.</b></p> <p>14    Q. In the 1999-2000 time frame, those folks 15    were in the accounting department?</p> <p>16    <b>A. The cash application people, yes, work in 17    the accounting department.</b></p> <p>18    Q. At or around the time that you became 19    aware that, I think your words, you said Compaq was 20    purchasing a majority of Inacom, do you have a 21    recollection of ever becoming aware of any 22    correspondence that came with a check --</p> <p>23    <b>A. Correspondence?</b></p> <p>24    Q. Correspondence, yes, that came with a 25    check sent to Tech Data?</p>	<p style="text-align: right;">Page 40</p> <p>1     Q. I believe I may have asked you this 2     question, but did you have any individual who you 3     contacted in the 1999 or 2000 time frame from 4     Inacom?</p> <p>5     <b>A. Did I have --</b></p> <p>6     Q. That you contacted or corresponded with at 7     Inacom.</p> <p>8     <b>A. No.</b></p> <p>9     Q. So your communications with Inacom would 10    have been conducted in 1999 or 2000 by one of your 11    directors or somebody below them?</p> <p>12    <b>A. Yes.</b></p> <p>13    Q. In 1999, do you have any recollection of 14    Inacom falling behind as far as payments owed to 15    Tech Data?</p> <p>16    <b>A. No.</b></p> <p>17    Q. In 2000, do you have any recollection of 18    Inacom falling behind in payments made to Tech Data?</p> <p>19    <b>A. In 2000?</b></p> <p>20    Q. Yes, in the year 2000.</p> <p>21    <b>A. I don't recall ever having that as a 22    consideration after the purchase, okay, so I would 23    not -- no, the answer to your question is no. The 24    situation was different.</b></p> <p>25    Q. So prior to the purchase by Compaq of a</p>
<p style="text-align: right;">Page 39</p> <p>1     <b>A. No.</b></p> <p>2     Q. Just so I make sure you understand the 3     question, do you have any recollection as you sit 4     here today in the 1999-2000 time frame that 5     correspondence was being sent from Inacom with 6     respect to checks being mailed to Tech Data?</p> <p>7     <b>A. No.</b></p> <p>8     Q. Same question but I am just going to 9     change it a little bit. In the 1999-2000 time 10    frame, as you sit here today, do you have any 11    recollection of correspondence ever being received 12    by Tech Data with a check from Compaq?</p> <p>13    <b>A. No.</b></p> <p>14    Q. In the 1999-2000 time frame, are you aware 15    of any correspondence that may have been forwarded 16    from a company by the name of Custom Edge with 17    checks as forwarded to Tech Data?</p> <p>18    <b>A. Could you repeat that? Let me make sure 19    I've got that clear.</b></p> <p>20    Q. In the 1999-2000 time frame, do you have 21    an independent recollection of checks being 22    forwarded to Tech Data from a company by the name of 23    Custom Edge that included correspondence with the 24    check?</p> <p>25    <b>A. No.</b></p>	<p style="text-align: right;">Page 41</p> <p>1     majority of Inacom, you don't have any recollection 2     of Inacom ever falling behind in payments owed to 3     Tech Data?</p> <p>4     <b>A. Let me specify that. No more than would 5     be normal for any account that size. You know, life 6     is not perfect when you are asking these accounts to 7     pay within, our terms are net 30 days. Nobody pays 8     in net 30 days.</b></p> <p>9     <b>Accounts of this stature generally paid in 10    those days in the 40-some day range and I have no 11    recollection of them paying worse than the norm.</b></p> <p>12    Q. I am going to show you a document.</p> <p>13    MR. NOLAN: Let's mark this as 14    Exhibit 1 to this deposition. (Thereupon, defendant's answer and affirmative defenses was marked as Deposition Exhibit 1 for Identification.)</p> <p>18    BY MR. NOLAN:</p> <p>19    Q. Why don't you take your time and look at 20    Exhibit 1.</p> <p>21    MR. HUNT: Is there a particular 22    portion you would like him to review?</p> <p>23    <b>Q. The first question after you have looked 24    over the page is, is that your signature. I want to 25    represent to you that this was a proof of claim that</b></p>

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<p style="text-align: right;">Page 42</p> <p>1 was filed in the Inacom bankruptcy. Just scan it, 2 you don't have to study it. 3 (Pause.) 4 Q. Was that your title in 2000, vice 5 president of US credit services? 6 A. Yes. 7 Q. Do you have a recollection as you sit here 8 today of filing this proof of claim? 9 A. I have a recollection, well, specifically 10 no, but I recall the amount of the claim and signing 11 it, yes. 12 Q. Have you filed proofs of claim in other 13 bankruptcies besides the Inacom case? 14 A. Yes. 15 Q. Can I have you look at page 1 which is a 16 couple pages in the document. There is a column 17 underneath the heading of type. What does DM stand 18 for? 19 A. Debit memo. 20 Q. What's a debit memo? 21 A. Deduction by the customer. 22 Q. Was that an ordinary entry? 23 A. Yes. 24 Q. Can you tell me -- strike that. 25 What could a deduction by the customer be</p>	<p style="text-align: right;">Page 44</p> <p>1 the issuance of a credit and if it had been a 2 deduction we would reinstate it under the customer's 3 account normally under their numbering scheme, that 4 is credits would come if they came and we would 5 match the credits against the debits. 6 Q. Would there be any type of a report that 7 would be generated by Tech Data when the customers 8 would go ahead and send an amount that was less than 9 the full amount of the invoice by Tech Data? 10 A. Any kind of report generated? 11 Q. Like a reconciliation report. 12 A. Generally speaking the statement which you 13 are looking at, a printed customer statement would 14 be the record of that item. 15 Q. There wouldn't be another document that 16 would be generated for each particular invoice or 17 check that had more detail on it? 18 A. No, we have certain data bases that we use 19 to track this because obviously customers of this 20 stature deduct often and within the scope of those 21 access data bases will categorize the kinds of 22 deductions and shoot them off to the various 23 departments and indeed we do share those 24 spreadsheets with the customers when we are trying 25 to reconcile accounts.</p>
<p style="text-align: right;">Page 43</p> <p>1 in that time frame, what could be the possible 2 source or explanation? 3 A. It could be a pricing discrepancy where 4 the customer believes they got X price and the 5 supplier charged them Y. It could be a shortage 6 issue where the customer ordered ten and only 7 received eight or claim they only received eight. 8 It could be the wrong product. There's 9 probably about 50 different categorizations. 10 Generally where the customer is disagreeing with 11 what you are billing them and then deducting it from 12 a subsequent payment to you. 13 Q. A debit memo, is there a form of some type 14 that was typically forwarded by Tech Data in this 15 time frame to the customer indicating that there was 16 going to be a debit on the account? 17 A. No, the customer would actually debit, for 18 instance, on their remittance to Tech Data, they 19 would list out the amount of the check, there would 20 be the total amount of the invoices that they were 21 going to be paying, they would actually put minus 22 debit memo blah blah blah, blah blah blah and we 23 would then take that debit memo with hopefully 24 enough explanation to figure out what it's all about 25 and refer it to whichever department should handle</p>	<p style="text-align: right;">Page 45</p> <p>1 Q. And the column next to type appears to be 2 doc number. Can you tell me what that refers to? 3 A. Likely that is the customer's debit memo 4 number. In other words, they likely numbered their 5 deduction when they sent it to us. Now, there is 6 another, we could also use debits to correct pricing 7 when we make an error too, so it could be that type 8 of thing as well. 9 Q. There is a DM 64422, would that also refer 10 to debit memo? 11 A. Yes. 12 Q. Underneath the type heading there is IN, 13 can you tell me what that refers to? 14 A. Invoice. 15 Q. Can you just tell me generally what would 16 that refer to, that being invoice as far as of this 17 reconciliation report? 18 A. It should be, an invoice would be the 19 billing for a specific item that's shipped, a copy 20 of that obviously would have detail as to what the 21 item was and what the pricing was. 22 Q. So that's actually an invoice for product 23 that wasn't paid -- 24 A. Unpaid invoice, yes. 25 Q. According to the records at Tech Data?</p>

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1      With respect to the sale of the 2 distribution business or asset purchase sale between 3 Inacom and Compaq, do you have knowledge concerning 4 that particular category?		1      Q. And the director for the Inacom account 2 was Mr. Ward?	
5      A. Yes.		3      A. Yes.	
6      Q. Do you have personal knowledge concerning 7 category 1, meaning, did you have any communications 8 with anyone at Inacom concerning the sale of the 9 distribution business or asset purchase division to 10 Compaq?		4      Q. As far as category 4 and the facts and 5 documents with respect to the handling of payments 6 from Inacom, would the person most knowledgeable 7 also be Mr. Ward?	
11     MR. HUNT: I am going to object to 12 the form only to ask that the term 13 communications be explained.		8      A. Yes.	
14     Q. Did you ever talk with anyone at Inacom or 15 send any correspondence to anyone at Inacom 16 concerning the sale of the distribution business of 17 Inacom to Compaq or some other entity?		9      Q. <u>Category 6, would you be the person most</u> 10 <u>knowledgeable concerning accounts receivable and</u> 11 <u>collections?</u>	
18     A. I'm just trying to think of the timing on 19 how this stuff works so I answer this correctly. 20 Did I have personal communication with someone with 21 regard to this, no. After the fact, later, yes, 22 after knowledge was known, I guess, is the way to 23 put it.		12     A. Yes.	
24     Q. Would that be with somebody at Inacom? 25     A. I participated in a conference call, okay.		13     Q. At any time when you were at Tech Data, 14 did you ever become familiar with the phrase, held 15 checks with respect to Inacom?	
	Page 67	16     A. With respect to Inacom?	
	Page 69	17     Q. Correct.	
	Page 67	18     A. Held checks like what? I mean, whether we 19 were asked to hold checks?	
	Page 69	20     Q. No. Let me state the question a little 21 differently. Did you ever become aware in 1999 or 22 2000 that Inacom was holding checks that were actual 23 checks that paid invoices issued by Tech Data?	
	Page 67	24     A. My knowledge on that would be extremely 25 limited. I do recall seeing something in some	
1      Q. After the sale of the asset division to 2 Compaq, I am going to call it Compaq. I know there 3 will be a reference later on about Custom Edge. Do 4 you know if Tech Data had any business relations 5 with Inacom, the service division?		1      correspondence but I was not familiar or aware of 2 what that meant.	
6      A. I believe we did to some small degree for 7 education.		3      Q. So you are not, as you sit here today, you 4 don't have any personal recollection of a practice 5 at Inacom of holding checks that were payable to 6 Tech Data?	
8      Q. I am going to skip -- actually, category 9 2, do you have knowledge concerning the terms of the 10 asset sale between Inacom and Compaq prior to 11 February 15, 2000?		7      A. No.	
12     A. Yes.		8      Q. Do you ever recall in 1999 or 2000, there 9 being an issue with Inacom being unable to pay 10 certain amounts owed to Tech Data?	
13     Q. As your duties and responsibilities at 14 Tech Data, have you -- strike that.		11     A. Being unable to pay?	
15     Do you know with category 3, are you the 16 person most knowledgeable concerning the issuance of 17 invoices between Tech Data and Inacom?		12     Q. Yes, unable to pay on amounts that were 13 invoiced for a product that was shipped by Tech Data 14 to Inacom.	
18     A. Am I the person most knowledgeable on 19 Number 3?		15     A. No.	
20     Q. Correct.		16     Q. In 1999 or early 2000, did you ever become 17 aware of an issue concerning Inacom having 18 difficulties or problems with their cash flow?	
21     A. No.		19     A. Problems with their cash flow as far as 20 related to payments or just knowledgeable of cash 21 flow issues?	
22     Q. Do you know who that would be?		22     Q. With respect to making payments to 23 customers of theirs such as Tech Data?	
23     A. I would believe that to be the director or 24 someone under the director responsible for that 25 account.		24     A. With respect to making payments, no. I 25 mean, I obviously reviewed the Qs and the Ks and the	

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1 would the guarantee be in the file or the  
 2 request? He is literally listening to  
 3 your question, would the request be in  
 4 the file.  
 5 Q. Would a copy of the guarantee be in the  
 6 file?  
 7 A. Yes, it would.  
 8 Q. Did you in preparation for your deposition  
 9 review any materials in the H-P customer file?  
 10 A. No.  
 11 Q. So earlier in answering Mr. Nolan's  
 12 questions about the customer file you reviewed, it  
 13 was the Inacom customer file, is that right?  
 14 A. Yes.  
 15 Q. Do you know if Tech Data maintained a  
 16 separate Inacom and Custom Edge file as two  
 17 accounts?  
 18 A. I believe we created a new file for Custom  
 19 Edge, yes.  
 20 Q. Why was a new file created?  
 21 A. New company, new customer.  
 22 Q. So it wasn't to distinguish the amount  
 23 owing by each entity?  
 24 A. It was to support the credit line issued  
 25 to Custom Edge.

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1 assumed liabilities paid?  
 2 A. That's not the picture I see, no.  
 3 Q. That's not the picture you saw at the  
 4 time?  
 5 A. Right.  
 6 Q. So if Tech Data's customer profile  
 7 revealed otherwise, you would be surprised?  
 8 A. It might indicate calls were made to  
 9 someone at Inacom or Custom Edge, whatever. In our  
 10 minds we were talking Custom Edge or Compaq.  
 11 Q. In your mind or Mr. Ward's mind or Tech  
 12 Data's mind?  
 13 A. Possibly all.  
 14 Q. But you can only refer to what was in your  
 15 mind.  
 16 A. Correct.  
 17 Q. Had Mr. Francis not delivered the letter  
 18 that you understood to indicate that Custom Edge was  
 19 assuming all the payables owing to Tech Data, what  
 20 would you have done as the credit manager?  
 21 MR. TATELBAUM: Objection, if you  
 22 speculate. But don't speculate; if you  
 23 know.  
 24 A. We would have reacted differently. As to  
 25 what exactly we would have done, I can not say, but

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1 Q. Was a balance transferred over from the  
 2 Inacom account to the Custom Edge account when it  
 3 was opened?  
 4 A. I don't recall.  
 5 Q. Do you recall, do you have any  
 6 recollection of communications by Mr. Ward with  
 7 Custom Edge of roughly \$2.2 million owing to Tech  
 8 Data from Compaq because that was the amount of the  
 9 liability assumed?  
 10 A. No.  
 11 Q. Do you have any knowledge of  
 12 communications between Mr. Ward and Inacom to try to  
 13 collect or try to get released, three checks in the  
 14 aggregate amount of 4.5 million because that was the  
 15 amount that Inacom was holding in its treasury  
 16 department?  
 17 A. Do I have any what?  
 18 Q. Knowledge of that.  
 19 A. I have knowledge of Mike making calls to  
 20 the appropriate people, we thought, to clear out the  
 21 balance of Inacom, yes.  
 22 Q. But my question is, did you know at the  
 23 time that Mr. Ward was calling Inacom to try to get  
 24 4.5 million in held checks released and he was  
 25 calling Custom Edge to try to get 2.2 million in

1 we would have reacted quite differently to the  
 2 entire situation.  
 3 Q. I may have asked you this and if I did, I  
 4 apologize: Do you know what the outstanding  
 5 receivable was from Inacom as of this closing  
 6 February 16, 2000?  
 7 A. I don't.  
 8 Q. Do you know if it was less than a million  
 9 dollars or more than \$10 million?  
 10 A. It was several million, I know that much.  
 11 Q. Was it less than 10 million?  
 12 A. I can't say without going back and  
 13 looking.  
 14 Q. Did whatever the number was, the several  
 15 million, did everything eventually get paid?  
 16 A. No.  
 17 Q. Do you recall how much didn't get paid?  
 18 A. Eight or 900,000, something of that  
 19 nature.  
 20 Q. So all but eight or 900,000 got paid?  
 21 A. Yes.  
 22 Q. Have you attempted to collect that eight  
 23 or 900,000 from H-P?  
 24 A. No.  
 25 Q. Why not?

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1     A. That was more or less the disputed kind of  
 2     things we were talking about before.

3     Q. In what sense?

4     A. Some very, very old.

5     Q. In what sense?

6     A. Deductions, disputes, accumulations over  
 7     years.

8     Q. I see. I wasn't tracking. The emphasis  
 9     in my question was, did you try to collect it from  
 10    Compaq or H-P after the Compaq/H-P merger as opposed  
 11    to collecting it from Inacom?

12    MR. TATELBAUM: Asked and answered.

13    THE WITNESS: What?

14    MR. TATELBAUM: You already answered  
 15    it. You didn't.

16    A. No.

17    Q. But you didn't try to collect it, you  
 18    answered that you didn't try to collect it from H-P  
 19    and I think that's correct, you didn't try to  
 20    collect it from H-P at all.

21    A. Right.

22    Q. But Tech Data did try to collect it from  
 23    Inacom.

24    A. I'm not sure about that either. I can't  
 25    give you an accurate answer on that. I'm not sure

1     Q. Do you know whether Tech Data accepted  
 2     payment from Inacom after February 16, 2000 with  
 3     respect to invoices delivered in connection with the  
 4     distribution and the hardware side of the business?

5     A. I'm sorry, say that again, please.

6     Q. Do you know whether Tech Data accepted  
 7     payment from Inacom, not Custom Edge, after February  
 8     16, 2000 with respect to invoices submitted to  
 9     Inacom's distribution and configuration business?

10    A. So what you are saying is did Inacom, the  
 11    new entity of services, make payment against the  
 12    other distribution piece assumed by Compaq?

13    Q. Right.

14    A. I don't know the answer to that. I would  
 15    assume not but I don't know the answer to that.

16    Q. Do you know if Tech Data accepted payments  
 17    from Inacom with respect to invoices that had been  
 18    submitted to Inacom before the acquisition by  
 19    Compaq?

20    MR. HUNT: Objection, for what  
 21    period?

22    A. No, I don't.

23    Q. So you are unaware of the fact that Tech  
 24    Data accepted payments of almost \$5 million from  
 25    Inacom after the merger, a month after the merger?

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1     we did.

2     Q. Do you have Exhibit 1 in front of you?

3     A. I know what you are referring to.

4     Q. So that's a proof of claim that Tech Data  
 5     filed in Inacom's bankruptcy case.

6     A. Right.

7     Q. Seeking payment of that eight or 900,000.

8     A. I don't know what transpired between the  
 9     collection of the other dollars and the bad debt of  
 10    these dollars, as to whether H-P said, that's  
 11    disputed items, we're not going to pay it or that's  
 12    Inacom's because of such-and-such. I don't know  
 13    what transpired on that so I can't give you an  
 14    accurate answer.

15    Q. Do you know if demand was ever made on H-P  
 16    with respect to those amounts?

17    A. I don't know.

18    Q. Do you know if Tech Data ever accepted  
 19    payments from Inacom, not Custom Edge, after  
 20    February 16, 2000?

21    A. I would assume that we did with regard to  
 22    the entity, the service entity which did get a  
 23    credit line, a small credit line. I would have to  
 24    assume that indeed they paid against that credit  
 25    line for some period of time.

1     A. We were paid X amount of dollars after  
 2     such time as Compaq/Custom Edge told us that they  
 3     were responsible for that debt. Now, how Compaq  
 4     arranged the payment through any arrangement or  
 5     agreement with Inacom or checks or whatever was not  
 6     important to us at that juncture as long as we got  
 7     paid per their agreement to pay those liabilities.

8     Q. Again, you have no knowledge whatsoever  
 9     regarding whether or not Compaq knew about Inacom's  
 10    held checks?

11    A. I actually don't understand that question  
 12    quite, you know.

13    Q. I can restate it.

14    A. I understand what you are saying but I  
 15    guess I'm not getting the point.

16    Q. I can explain it.

17    MR. TATELBAUM: I am going to object  
 18    again because the question presupposes he  
 19    knows what's in the mind of somebody at  
 20    Compaq and he has not been qualified as a  
 21    soothsayer.

22    Q. You keep saying in a half a dozen answers  
 23    to my questions that Compaq must have directed  
 24    Inacom to do something and all I'm trying to  
 25    ascertain is what's the basis for your having made

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<p style="text-align: right;">Page 178</p> <p>1 perform any type of an analysis to determine the 2 financial abilities of – strike that. Poor 3 question.</p> <p>4 Just prior to, which is in the year 2000 5 but prior to February 15, 2000, did you do any 6 analysis at all to identify whether or not Inacom 7 was meeting its debts?</p> <p>8 <b>A. Inacom was reviewed every quarter by the 9 ECC.</b></p> <p>10 Q. That's at an executive committee?</p> <p>11 <b>A. Right.</b></p> <p>12 Q. Do you sit on the executive committee?</p> <p>13 <b>A. Yes.</b></p> <p>14 Q. If January 1st is the beginning of a year 15 even though it might not be the fiscal year, when 16 would the first executive committee meeting be?</p> <p>17 <b>A. There is a meeting every month but the 18 customers are reviewed every 90 days and there's no 19 specific 90-day cycle per se.</b></p> <p>20 Q. So it wouldn't be March 31st of every 21 year?</p> <p>22 <b>A. No, whenever the particular day fell, Qs 23 are pulled, Ks are pulled, they are analyzed, the 24 whole "shmere".</b></p> <p>25 Q. As you sit here today, do you have any</p>	<p style="text-align: right;">Page 180</p> <p>1 CERTIFICATE OF NOTARY</p> <p>2 STATE OF FLORIDA: SS.</p> <p>3 COUNTY OF DADE:</p> <p>4 I, MAXYNE BURSKY a Shorthand Reporter and 5 Notary Public in and for the State of Florida at 6 Large, do hereby certify that I reported in 7 shorthand the deposition of MICHAEL ZAVA, a witness 8 called by the debtors in the above-styled cause; 9 that the witness was first duly sworn by me; that 10 the reading and signing of the deposition were not 11 waived by the witness; that the foregoing pages, 12 numbered from 1 to 180, inclusive, constitute a true 13 record.</p> <p>14 I further certify that I am not an 15 attorney or counsel of any of the parties, nor 16 related to any of the parties, nor financially 17 interested in the action.</p> <p>18 WITNESS my Hand and Official Seal this 19 3rd day of February 2005.</p> <p>20 21 22</p> <p>23 MAXYNE BURSKY, RPR Notary Public - State of Florida My Commission No. DD 125128 24 Expires: July 17, 2006</p> <p>25</p>
<p style="text-align: right;">Page 179</p> <p>1 recollection of whether or not subsequent to January 2 1, 2000 but prior to the February 15, 2000 sale, 3 whether or not the executive committee reviewed the 4 financial ability of Inacom in that time frame?</p> <p>5 <b>A. I don't have any recollection as to the 6 last date reviewed but they would be current within 7 their 90-day cycle.</b></p> <p>8 Q. In any of those executive committee 9 meetings that you have attended and based upon your 10 pulling a position with Tech Data, do you have any 11 recollection of a discussion with regard to a 12 particular customer holding checks?</p> <p>13 <b>A. No.</b></p> <p>14 MR. NOLAN: I don't have any other 15 questions, thank you.</p> <p>16 MS. DUMAS: No more, thank you.</p> <p>17 MR. TATELBAUM: We will read and 18 sign. (Thereupon, the deposition was concluded)</p> <p>19 20 21 MICHAEL ZAVA 22 Sworn to and subscribed before me this day of 23 24 Notary Public in and for the State of Florida at Large. 25</p>	

FILED

U.S.D.C. - I TRICT OF DELAWARE

INACOM CORP., ET AL

00-2426 THROUGH 00-2452 (PJW)

00356

**PROOF OF CLAIM**

District of Delaware

**Case Number: 00-2426**

Chapter 11

Customer #1147688  
 Inacom Corporation  
 10810 Farnham Dr. Ste.200  
 Omaha, NE. 68154

1. The undersigned, who resides at 5301 Tech Data Drive, Clearwater, FL 33760 is the Vice President of U.S. Credit Services of Tech Data Corporation, a corporation organized under the laws of Florida and doing business at 5301 Tech Data Drive, Clearwater, FL 33760 and is authorized to make this proof of claim on behalf of the corporation.
2. The Debtor was at the time of the filing of the petition initiating this case, and still is indebted(liable) to this claimant in the sum of \$929,187.11.
3. The consideration for this debt(or ground of liability) is as follows:  
MISC. COMPUTER PRODUCT
4. (*If the claim is founded on writing*) The writing on which this claim is founded(*or a duplicate thereof*) is attached hereto(*or cannot be attached for the reason set forth in the statement attached hereto*):
5. (*If appropriate*) This claim is founded on an open account, which became(*or will become*) due on:
6. No judgment has been rendered on the claim except:
7. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.
8. This claim is not subject to any setoff or counter-claim except:
9. No security interest is held for this claim except:

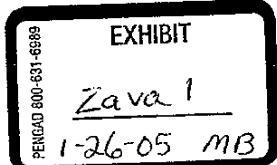
*(If security interest in property of the debtor is claimed) The undersigned claims the security interest under the writing referred to in paragraph 4 hereof (or under a separate writing which, or a duplicate of which is attached hereto, or under a separate writing which cannot be attached hereto for the reason set forth in the statement attached hereto). Evidence of perfection of such security interest is also attached hereto.*

10. This claim is a general unsecured claim, except to the extent that the security interest, if any described in paragraph 9 is sufficient to satisfy the claim. (*If priority is claimed state the amount and basis thereof*)

Dated: June 27, 2000

Signed: 

Mike Zava - Vice President of U.S. Credit Services



**PROOF OF CLAIM  
District of Delaware**

Case Number: 00-2426  
Chapter 11

Customer #1147688

Inacom Corporation

10810 Farnham Dr. Ste.200

Omaha, NE. 68154

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*(If security interest in property of the debtor is claimed) The undersigned claims the security interest under the writing referred to in paragraph 4 hereof (or under a separate writing which, or a duplicate of which is attached hereto, or under a separate writing which cannot be attached hereto for the reason set forth in the statement attached hereto). Evidence of perfection of such security interest is also attached hereto.*

10. This claim is a general unsecured claim, except to the extent that the security interest, if any described in paragraph 9 is sufficient to satisfy the claim. (*If priority is claimed state the amount and basis thereof*)

Dated: June 27, 2000

Signed: 

Mike Zava - Vice President of U.S. Credit Services